

### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Guardian Media Technologies LTD

Application No./Patent No.: 07/237,176 (4,930,160) Filed/Issue Date: 8/29/1988

Entitled: AUTOMATIC CENSORSHIP OF VIDEO PROGRAMMES

Guardian Media Technologies LTD, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Peter S. VOGEL To: ZAP TV PTY. LTD  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: ZAP TV PTY. LTD To: GUARDIAN MEDIA TECHNOLOGIES LTD  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

<u>/Tracy W. Druce/</u> _____ Signature	<u>February 27, 2008</u> _____ Date
<u>Tracy W. Druce, Reg No. 35,493</u> _____ Printed or Typed Name	<u>713.571.3400</u> _____ Telephone Number
<u>Attorney for Patent Owner</u> _____ Title	

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

CONFIRMATION OF ASSIGNMENT AND  
OUTCLAIM ASSIGNMENT – U.S. PATENT NO. 4,930,160

THIS AGREEMENT is between the following parties:

Peter S. Vogel, an individual residing at 30 Adeline Street, Faulconbridge 2776 Australia ("Vogel");

Right Hemisphere Pty., Ltd. (ACN 003 516 630), an Australian corporation having a mailing address at Locked Bag 1, Springwood NSW 2776 Australia ("Right Hemisphere"); and

ZapTV Pty., Ltd., (ACN 093 767 367) formerly named Videozap Pty., Ltd., an Australian corporation having a mailing address at Locked Bag 1, Springwood NSW 2776 Australia ("ZapTV").

WHEREAS, prior to January 30, 2001, Vogel was the owner of all right, title and interest in U.S. Patent No. 4,930,160, entitled "Automatic Censorship of Video Programs," and all reexaminations, reissues, continuations, continuations-in-part, and/or divisions thereof ("the Patent");

WHEREAS Vogel executed an Agreement To Assign Intellectual Property on January 30, 2001 intending to assign all right, title and interest in the Patent to Videozap Pty., Ltd., including any and all income, royalties, damages, and payments, and any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned;

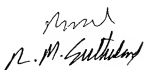
WHEREAS Right Hemisphere executed a Deed of Assignment of Intellectual Property on January 30, 2001 intending to assign all right, title and interest in certain intellectual property to Videozap Pty., Ltd., including any and all income, royalties, damages, and payments, and any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned;

WHEREAS ZapTV confirms that by change of company name, Videozap Pty., Ltd. now is named ZapTV, and that ZapTV and Videozap Pty., Ltd. are each the same entity, each having the same Australian Company Number of 093 767 367; and

WHEREAS Vogel, Right Hemisphere, and ZapTV now desire to confirm the assignments and remove any question regarding ownership of all right, title and interest in the Patent and causes of action relating to the Patent.

NOW THEREFORE, the parties agree as follows:

1. Vogel, Right Hemisphere, and ZapTV, on behalf of themselves and any predecessors in interest, hereby confirm that Vogel was the owner of the entire



right, title, and interest in the Patent at all times prior to the Agreement To Assign Intellectual Property dated January 30, 2001 between Vogel and ZapTV (previously known as Videozap Pty., Ltd.).

2. Vogel and ZapTV, on behalf of themselves and any predecessors in interest, hereby confirm that the Agreement between them dated January 30, 2001 was intended to assign from Vogel to ZapTV (previously known as Videozap Pty., Ltd.) all right, title and interest in the Patent, including any and all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, and to any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under the Agreement dated January 30, 2001.
3. To the extent that the Agreement dated January 30, 2001 between Vogel and ZapTV (previously known as Videozap Pty., Ltd.) did not assign all rights as set out in Paragraph 2 above, Vogel, in consideration of payment by ZapTV of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, assigns and conveys as of January 30, 2001, nunc pro tunc, any and all right, title and interest in the Patent to ZapTV, including any and all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and to any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Agreement.
4. To the extent that Right Hemisphere had any ownership interest in the Patent prior to the Deed of Assignment of Intellectual Property dated January 30, 2001 between Right Hemisphere and ZapTV (previously known as Videozap Pty., Ltd.), Right Hemisphere and ZapTV, on behalf of themselves and any predecessors in interest, hereby confirm that the Agreement between them dated January 30, 2001 was intended to assign from Right Hemisphere to ZapTV (previously known as Videozap Pty., Ltd.) all right, title and interest in the Patent, including any and all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, and to any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under the Agreement dated January 30, 2001.
5. To the extent that Right Hemisphere had any ownership interest in the Patent prior to the Deed of Assignment of Intellectual Property dated January 30, 2001 between Right Hemisphere and ZapTV (previously known as Videozap Pty., Ltd.), and to the extent that the Agreement dated January 30, 2001 between Right Hemisphere and ZapTV (previously known as Videozap Pty., Ltd.) did not assign all rights as set out in Paragraph 4 above, Right Hemisphere, in consideration of payment by ZapTV of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, assigns and conveys as of January 30, 2001, nunc pro tunc, any and all right, title and interest in the



Patent to ZapTV, including any and all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and to any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

Peter S. Vogel

By: *[Signature]*

Printed Name: PETER VOGEL

Title: \_\_\_\_\_

Date: 22/9/03

Before me personally appeared said Peter S. Vogel, and acknowledged the foregoing instrument to be his free act and deed this 22<sup>nd</sup> day of SEPT, 2003.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 22<sup>nd</sup> day of SEPT, 2003.



*[Signature]*  
(Signature)  
(Notary public)

CHARLES GRAHAM APPLETON  
Solicitor, Public Notary  
Sydney, New South Wales, Australia

*Signatures continued on next page*

*Signatures continued from previous page*

Right Hemisphere Pty., Ltd.

By: R. M. Sutherland

Printed Name: R. M. SUTHERLAND

Title: Liquidator

Date: 29/9/03

Before me personally appeared said [ ROSEMARY MACKEY SUTHERLAND ], on behalf of Right Hemisphere Pty., Ltd., and acknowledged the foregoing instrument to be his free act and deed this 29 day of SEPT, 2003.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 29 day of SEPT, 2003.



(Signature)  
(Notary public)

CHARLES GRAHAM APPLETON  
Solicitor, Public Notary  
Sydney, New South Wales, Australia

*Signatures continued on next page*

*Signatures continued from previous page*

ZapTV Pty., Ltd.

By: *[Signature]*

Printed Name: PETER VOGEL

Title: DIRECTOR

Date: 29/9/03

Before me personally appeared said PETER SAMUEL VOGEL, on behalf of ZapTV Pty., Ltd., (formerly named Videozap Pty., Ltd.) and acknowledged the foregoing instrument to be his free act and deed this 29<sup>th</sup> day of SEPT, 2003.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 29<sup>th</sup> day of SEPT, 2003.



*[Signature]*  
(Signature)  
(Notary public)

CHARLES GRAHAM APPLETON  
Solicitor, Public Notary  
Sydney, New South Wales, Australia

ASSIGNMENT DOCUMENT - U.S. PATENT NO. 4,930,160

THIS AGREEMENT is between the following parties:

ZapTV Pty., Ltd., an Australian corporation having a mailing address at  
Locked Bag 1, Springwood NSW 2776 Australia ("ZapTV"),

and

Guardian Media Technologies, Ltd., a Texas limited partnership having an  
office at 4130 La Jolla Village Drive, Suite 107-121, La Jolla, California 92037  
("Guardian")

WHEREAS, ZapTV owns all right, title and interest in United States Patent No.  
4,930,160 issued on May 29, 1990, and entitled "Automatic Censorship of Video  
Programs," including any reexaminations, reissues, continuations, continuations-in-part,  
and/or divisions thereof (hereinafter "the Patent");

WHEREAS, Guardian wishes to acquire all right, title, and interest to the Patent.

NOW THEREFORE, the parties agree as follows:

1. ZapTV, in consideration of payment by Guardian of ten U.S. dollars (US\$ 10.00)  
and other good and valuable consideration, the receipt of which is hereby  
acknowledged, assigns and conveys all right title and interest in the Patent to  
Guardian, including all income, royalties, damages, and payments now or  
hereafter due or payable with respect thereto, and to all causes of action (either in  
law or in equity) and the right to sue, counterclaim, and recover for past, present,  
and future infringement of the rights assigned or to be assigned under this  
Agreement.
2. Guardian shall file such notices or registration with the United States Patent and  
Trademark Office as are necessary to perfect the agreement, all costs to be borne  
by Guardian. ZapTV agrees to sign or execute all such documents.

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*[Signature]*

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

ZapTV Pty., Ltd.

Guardian Media Technologies, Ltd.

By: [Signature]

E. Peters Limited partnership

By: [Signature], a Director

Printed Name: PETER VOGEL

Printed Name: its authorized general partner

Title: SOLE DIRECTOR

Title: Managing Partner

Date: 28 Nov. 2003

Date: December 15, 2003

Before me personally appeared said PETER VOGEL, and acknowledged the foregoing instrument to be his free act and deed this 28th day of November, 2003.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 28th day of November, 2003.



[Signature]  
(Signature)  
(Notary public)

SCOTT JOHNSON  
SOLICITOR & NOTARY PUBLIC

BATEMAN BATTERSBY

Solicitors  
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